

SHORT TERM DISABILITY, LONG TERM DISABILITY
or DISABILITY INCOME INSURANCE
RETAINER AGREEMENT

I, Beverly Bailey, hereby employ Eric Buchanan & Associates, PLLC to represent my interests in my claims against Donati Law Firm, LLP, United of Omaha Life Insurance Company and/or anyone else I may have a claim against for Short Term Disability, Long Term Disability and/or Disability Income Insurance benefits under the following terms and conditions:

FEE FOR LEGAL SERVICES

The terms and conditions of this contract shall remain valid through the litigation of this claim.

If I am awarded back benefits and/or continued periodic benefits:

I agree that I will pay Eric Buchanan & Associates, PLLC **40%** of any payment of **back benefits** actually paid to me or received by me or my attorney on my behalf, should my claim be resolved by payment of back benefit plus continuing periodic payments under my plan or policy; further, I agree to pay **20%** of my periodic check as they are paid in the future as payment for legal services on my claim for getting my benefits paid or resumed. If my benefits are discontinued and Eric Buchanan & Associates again represents me on my claim to have my benefits re-started, I understand that will be a new case, with a new contract and a new fee for that separate representation.

If I am awarded a lump-sum:

If I am awarded a lump-sum (including an award or settlement of past and future benefits, whether paid in whole or reduced for purposes of settlement), I agree to pay **33 and 1/3%** of any **such lump sum**, for legal services on my claim.

The "award" includes money recovered and debts reduced:

Payment of benefits includes any benefits paid to me or credited to any overpayment debt I have with the insurance carrier or plan. For example, if I owe back benefits to the insurance carrier because of any social security benefits I was previously awarded, the fee I owe my attorney for winning my disability claim shall be based on the amount of back benefits I am awarded by the insurance carrier, including any amount not paid to me in cash because it is used to pay off my overpayment of benefits created by a social security offset.

"Payment" or "award" includes any payment of past due benefits (calculated before taxes are withheld), settlement for a lump sum, or release of overpayment obligation, whether by court order or judgment, settlement agreement, or payment by the insurance company, plan or other obligor.

CONDUCT OF CLAIM/LITIGATION:

I understand that any decision to settle or dismiss my claim or lawsuit shall be made by me and the firm of Eric Buchanan & Associates, PLLC in joint consultation. I further understand that no amounts shall be obtained in any pre-litigation negotiations until my approval is first obtained. I understand that no settlement of my claim will be made without my prior and express authorization. I understand that the attorney at Eric Buchanan & Associates, PLLC will exercise his or her legal judgment to act as my legal representative and will have the authority to decide what legal strategy, tactics and procedures are in my best interest. All of the above notwithstanding, if I am out of contact with my attorneys, and fail to respond to attempts to contact me within a reasonable time (which is normally 15 days, but may be less if a deadline is approaching), then I authorize Eric Buchanan & Associates, PLLC to take such action as they deem appropriate and in my best interest.

If at any time I discharge Eric Buchanan & Associates, PLLC prior to the conclusion of the claim, without the agreement of Eric Buchanan & Associates, PLLC, I agree they may assert a lien on the claim for their time at any hourly rate of **\$525.00** an hour for work performed by Eric Buchanan, **\$375.00** an hour for work performed by any other attorney at Eric Buchanan & Associates, PLLC, and **\$120.00** per hour for paralegal time. If I withdraw my claim against the advice of Eric Buchanan & Associates, PLLC and thus do not receive a judgment or settlement that I otherwise had a chance of receiving, then I agree to pay Eric Buchanan & Associates, PLLC the quantum meruit value of their services at the hourly rates quoted above.

TERMINATION OF REPRESENTATION:

I understand that in the event Eric Buchanan & Associates, PLLC determine that in their professional judgment the lawsuit or other matter described above should be dismissed, settled, or otherwise disposed of, and I do not agree or consent to such disposition, Eric Buchanan & Associates, PLLC reserves the right to withdraw as counsel in this matter, subject to court approval, if such Court approval is necessary. I further understand that Eric Buchanan & Associates, PLLC may withdraw as counsel in this matter for any other good and valid reasons, including if I fail to cooperate or fail to follow the firm's advice or insists that the firm does something illegal or unethical. In the event that Eric Buchanan & Associates, PLLC withdraws, I am solely responsible for locating other counsel, and no fee for legal services shall be due, other than costs already advanced.

PERMISSION TO PROVIDE CONFIDENTIAL INFORMATION TO ADVANCE MY CASE

Eric Buchanan, his associates and employees have my permission to disclose confidential information about me, obtained from me, from medical, psychiatric, and psychological records, or from any other source, as Eric Buchanan, his associates or his employees see fit in their discretion to disclose to others in the interest of advancing my case.

SCOPE OF REPRESENTATION: NO TAX ADVICE GIVEN

I understand that Eric Buchanan, his employees and associates are not tax attorneys, and will not provide legal advice on taxation of my benefits. I agree to consult with a tax attorney or other appropriate tax professional if I have and questions about the taxability of my benefits.

I hereby acknowledge that I am authorized to enter into this agreement, and that I have read, understand and agree to the terms of this agreement.

x Beverly Bailey
Beverly Bailey

414-23-6615
Social Security Number

1/24/11
Date

[Signature]
Attorney Signature

2/1/11
Date